

Noah Merrill Composite Cellular Window Twenty Year Limited Manufacturer's Warranty



Thank you for your recent purchase of Mathews Brothers products. You have made a wise investment in your home. We are confident you will enjoy many years of trouble free performance from these products, and you can rest assured your purchase will enhance your home's value.

The Mathews Brothers Company Promise

Mathews Brothers Company (herein referred to as MBC), the manufacturer, warrants that each Noah Merrill window you purchase, including Sealed Insulating Glass Units, will be free from covered manufacturing defects for up to twenty (20) years from date of purchase.

This Limited MBC Manufacturer's Warranty is applicable to Noah Merrill cellular composite window products sold by a MBC dealer after January 1, 2012. This MBC warranty is further explained by and is subject to each of the terms and limitations set forth below:

Scope of Warranty

A) MBC warrants that the entire window and all its parts including Sealed Insulating Glass Units will be free from manufacturing defects which are the cause of a significant impairment of operation or performance ("covered manufacturing defect") for a period of up to twenty (20) years from the date of original product sale by MBC, so long as the original purchaser retains ownership of the residence in which the windows were originally installed.

B) Upon proper notice, MBC, at its election and free of charge to the original purchaser, will either repair or provide replacement material for any component or product proven to be suffering from a covered manufacturing defect during the applicable warranty period. The maximum liability shall be equal to the purchase price of the affected product. MBC shall in no event be liable for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product. In the event replacement or repair is impracticable, MBC reserves the right to refund the amount paid for the affected component or product, not including installation cost, in full satisfaction of any claim.

C) In the event the original purchaser sells the property in which the windows are installed, the coverage provided by this warranty may transfer to the first subsequent owner. Assignments or transfers, other than as provided for in this warranty, are prohibited without the express written consent of MBC.

D) The twenty year duration offered by this warranty covers only residential homes, townhomes and condominium units, and does not apply to products installed in any other structure including without limitation commercial construction, apartments or dormitories. For such other purchasers, entities or buildings, to which the 20-year coverage does not apply, the warranty period will be limited in duration to ten (10) years for windows and twenty (20) years for insulating glass units from the date of original product sale by MBC.

E) Additionally, the repair or replacement of any product under this warranty shall not extend the balance of the warranty period in effect at the time proper notice of claim is given or create a new warranty. No action or inaction by MBC shall constitute a waiver of any term herein.

F) If the product utilizes a wooden seatboard or sideboard, the warranty for that window will be for a maximum of ten (10) years from the date of original product sale by MBC.



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Limitations

Mathews Brothers Company (MBC) shall have no responsibility or liability for:

- Defects or failure caused in whole or part by improper handling or storage, or by installation not in accordance with good building practice or MBC's written instructions.
- Defects, damage, distortion or misalignment of frames or sash caused in whole or part by installation methods, surrounding construction or use of expandable insulating or installation foam.
- Condensation on any window surface.
- Damage to the product caused by any source after the date of original product sale by MBC, at which time risk of loss transfers from MBC.
- Windows that have been painted, varnished, or otherwise coated over the original solid cellular composite surface, except when such paint, varnish, or other coating is performed by MBC.
- The effects of aging or weathering including but not limited to exposure to the elements; defects or damage caused by the effects of air pollution or exposure to chemicals.
- Damage to seatboards or sideboards caused by failure to protect wood surface against moisture.
- The result of finishing (painting, staining, varnishing or coating) the interior surface of the Noah Merrill cellular composite windows, except when such applications is part of the original MBC manufacturing process.
- Incidental or consequential damage caused by defect or failure of any warranted product, including labor to affect repair of such damage or defect.
- Windows that were modified after leaving the control of MBC.
- Glass breakage of any kind. *However, Noah Merrill window products are warranted to be free from stress cracks for five (5) years from the date of manufacture.*
- The level of initial fill or retention of gas within insulating glass units.
- Painted or other factory coated products: the coated surfaces shall be covered for a period of ten (10) years from date of original product sale by MBC.
- Compliance with building codes; permit, site or building specific requirements.
- Misuse, abuse, or failure to maintain MBC products.

Other Conditions / Limitation of Remedy

THE MBC MANUFACTURER'S WARRANTY AS STATED HEREIN IS THE SOLE WARRANTY APPLICABLE TO NOAH MERRILL WINDOWS AND, REGARDLESS OF LEGAL THEORY INCLUDING NEGLIGENCE OF MBC, IT CONSTITUTES THE EXCLUSIVE REMEDY FOR ANY CLAIM RELATING TO PRODUCT CONDITION OR PERFORMANCE.

MBC MAKES NO WARRANTY, EXCEPT AS EXPRESSLY SET FORTH HEREIN. MBC SHALL NOT BE LIABLE FOR A BREACH OF ANY OTHER WARRANTY. THE DURATION OF ANY WARRANTY REQUIRED BY LAW SHALL NOT EXCEED THE TERM OF THE APPLICABLE EXPRESS WARRANTY MADE BY MBC. REGARDLESS OF LEGAL THEORY, PURCHASER AGREES THAT ANY OBLIGATION OR LIABILITY OF MBC IS CONTINGENT UPON RECEIVING BOTH PROPER NOTICE OF A CLAIM DIRECTLY FROM PURCHASER AND AN OPPORTUNITY TO RESPOND PER THE TERMS OF THIS WARRANTY. IN NO EVENT SHALL MBC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL



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DAMAGES OR INCIDENTAL DAMAGES REGARDLESS OF LEGAL THEORY. PURCHASER ACKNOWLEDGES THAT THE EXCLUSIVE REMEDY SHALL BE REPAIR, REPLACEMENT, OR REFUND ONLY ON THE TERMS STATED IN THIS WARRANTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

MBC reserves the right to discontinue or modify any of its products, including the color thereof, without notice. If MBC replaces any products under this warranty, it may substitute products which are designated by MBC to be of comparable quality or price range in the event the products initially installed have been discontinued or modified.

Important Note:

MBC products are often designed and tested in accordance with requirements established by the American Architectural Manufacturer's Association ("AAMA") and National Fenestration Rating Council ("NFRC") which measure performance criteria in a laboratory setting or by simulation. MBC manufactures their products for original product sale using the same methods and materials as in the tested sample product. Given the tolerances inherent in materials and manufacturing, as well as the potential effect of handling and usage, a variance in individual performance values from those obtained in AAMA and NFRC testing may exist. Such variations do not constitute an impairment of operation or usage and do not constitute a covered defect. Non-standard sizes and mulled product may not be rated or supported by AAMA certification testing. This limited warranty gives you specific legal rights and you may also have other rights that vary from state to state.

How to Provide Proper Notice of a Claim

Noah Merrill cellular composite windows by Mathews Brothers are covered by one of the most comprehensive warranties available today. Products are warranted by the original manufacturer only. Should any Noah Merrill cellular composite window product need service, we require that you follow this procedure.

1. Within sixty (60) days of manifestation, notify the contractor or installer who installed the window in order to provide an opportunity to investigate the claim and examine the product claimed to be defective. Proof of date of purchase and installation must accompany the claim.

2. Mathews Brothers (who manufactured the window) must be notified of the claim in writing. MBC will then investigate the claim and if a defect covered by this warranty is confirmed, MBC, within a reasonable amount of time after inspection, will either repair or replace the defective window material or, if repair/replacement is impracticable, at its discretion refund the amount paid by the original purchaser for the affected component or product per terms of this warranty. Contact: 22 Perkins Road, Belfast ME 04915; 800-615-2004 or 207-338-6490; fax 207-930-7030.

Important Information Regarding Window Safety

Every family member should know how to operate the windows used for egress in fire emergencies. Delays in escaping from a fire costs lives and increase injuries. Make sure your windows open easily from the inside and are not blocked by



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furniture or other objects. Remember that security bars, grills, and grates not only keep intruders out, they can also lock you in. The same may hold true for window guards. In an emergency everyone should always be able to get out through an operable window without using tools, keys, special knowledge or effort.

Fall Prevention: MBC does not assume any responsibility for the application of window opening control devices designed to limit the initial opening of a window to prevent falls. Check with your window installer for any recommendations or requirements.

WARNING! NEVER DEPEND ON INSECT SCREENS TO PREVENT FALLS. INSECT SCREENS ARE DESIGNED TO PROVIDE VENTILATION AND KEEP INSECTS OUT. INSECT SCREENS WILL NOT HOLD EVEN A PORTION OF A CHILD'S WEIGHT AGAINST THEM.